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*5-5-98*

REC'D  
TR

10-16-1998

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To the Honorable Commissioner of Patents and Trademarks

100796029

original documents or copy thereof.

*MRD*

1. Name of conveying party(ies):  
**NationsCredit Commercial Corporation**  
**One Canterbury Green**  
**Stamford, CT 06901**

Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation-State  
 Other \_\_\_\_\_

Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and address of receiving party(ies):

Name: Let's Talk Cellular & Wireless, Inc.

Internal Address: \_\_\_\_\_

Street Address: 800 Brickell Avenue, Suite 400

City: Miami State: FL ZIP: 33131

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State Florida  
 Other \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
 (Designations must be a separate document from Assignment)  
 Additional name(s) & address(es) attached?  Yes  No

3. Nature of conveyance:

Assignment                       Merger  
 Security Agreement               Change of Name  
 Other Termination of Trademark Security Agreement

Execution Date: April 2, 1998

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)  
See Exhibit A to Termination of Trademark Security Agreement

B. Trademark registration No.(s)  
See Exhibit A to Termination of Trademark Security Agreement

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Federal Research Corp.

Internal Address: \_\_\_\_\_

Street Address: 400 Seventh Avenue, N.W.  
Suite 101

City: Washington, D.C. State: \_\_\_\_\_ ZIP: 20004

6. Total number of applications and registrations involved: 8

7. Total fee (37 CFR 3.41): \$215.00

Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number: \_\_\_\_\_

(Attach duplicate copy of this page if paying by deposit account)

07/15/1998 03SMITH 00000020 1816162  
 01 FC:630 50.00 OP

DO NOT USE THIS SPACE

9. Statement and signature.  
*To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document*

Loukia Harris  
 Name of Person Signing

*Loukia Harris*  
 Signature

12/27/98  
 Date

Total number of pages including cover sheet, attachments and document: 5

Adjustment date: 10/15/1998  
 07/15/1998 03SMITH 00000020 1816162  
 01 FC:630 -50.00 OP

Mail documents to be recorded with required cover sheet information to  
 Commissioner of Patents & Trademarks, Box Assignment  
 Washington, D.C. 20231

REEL: 1762 FRAME: 470

50.00 OP  
 40.00 OP  
 175.00 OP  
 00001501816162  
 00000541816162  
 10/16/1998 TTOM11  
 03/06/1998 FTOM11  
 01 FC:630  
 00 FC:630

**EXHIBIT A**

**Patents, Trademarks, Copyrights and Licenses**

<b>Mark</b>	<b>Application Date</b>	<b>Registration Date</b>	<b>Serial Number</b>
Let's Talk Cellular - for communications services		January 11, 1994	1,816,162
Let's Talk Cellular (special logo) - for communications services		February 15, 1994	1,821,719
Let's Talk Cellular - for communications apparatus		October 31, 1995	1,931,056
Let's Talk Wireless - for communications services and apparatus	August 1994		Pending Service Mark and Trademark Serial No. 561,170
Let's Talk - miscellaneous design (rainbow) - for communications services and apparatus	December 1995		Pending Service Mark and Trademark - Serial No. 012,369
Let's Talk - logo (as displayed on the Company's business cards) - for communications services and apparatus	December 1995		Pending Service Mark and Trademark - Serial No. 012,370
Let's Talk Cellular & Wireless - for communications services and apparatus	August 11, 1997		Pending Service and Trademark Serial No. 75-338,739
Peach - miscellaneous design - for service provider for cellular services, phones and accessories	November 24, 1995		Pending Service Mark -Serial No. 75-023,838

SENT BY:  
APR. 1.1998 11:55AM

4- 1-98 ; 1:39PM ;

NATIONSCREDIT-

212 594 0467;# 4/ 5  
NO.690 P.4/4

Exhibit A  
Page 2

<b>Wireless ToGo - for retail store services featuring cellular telephones and accessories</b>	<b>May 17, 1996</b>	<b>August 12, 1997</b>	<b>2,087,304</b>
<b>Cellular Unlimited</b>	<b>January 13, 1997</b>		<b>Pending Trademark - Serial No. 75-224,516</b>

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TRADEMARK  
REEL: 1762 FRAME: 0472

TERMINATION OF TRADEMARK SECURITY AGREEMENT

THIS TERMINATION OF TRADEMARK SECURITY AGREEMENT (this "Agreement") is made as of the 2nd day of April, 1998, by and between Let's Talk Cellular & Wireless, Inc. ("LTC") and NationsCredit Commercial Corporation ("NationsCredit" and, collectively with LTC collectively, the "Parties").

WITNESSETH:

WHEREAS, the Parties entered into that certain Credit Agreement dated as of December 31, 1996 as amended and restated as of June 27, 1997 among Telephone Warehouse, Inc., National Cellular, Incorporated, LTC, Texas Cellular Partners, L.P., the Lenders listed on the signature pages thereof and NationsCredit, as Agent (the "Credit Agreement");

WHEREAS, pursuant to the terms of the Credit Agreement the Parties entered into that certain Trademark Security Agreement dated as of June 27, 1997 in favor of and acknowledged by NationsCredit Commercial Corporation, as Agent;

WHEREAS, the Parties desire to terminate the Trademark Security Agreement and the continuing security interest in the Trademark Collateral (as defined therein and as presented on Exhibit A attached hereto);

WHEREAS, on the date hereof, LTC has made payment of all principal and interest and other charges currently outstanding under the Credit Agreement;


NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree that the Trademark Security Agreement and the continuing security interest in the Trademark Collateral are terminated as of the date hereof.

IN WITNESS WHEREOF, this Agreement is executed effective the date first set forth above.

LET'S TALK CELLULAR & WIRELESS, INC

By: \_\_\_\_\_  
Name: Nicolas Molina  
Title: Chief Executive Officer

NATIONSCREDIT COMMERCIAL CORPORATION, AS AGENT

By:  \_\_\_\_\_  
Name: James F. Graue  
Title: Authorized Signatory

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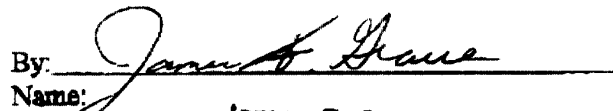
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Name: James F. Graue  
Title: Authorized Signatory